

<i>SERFF Tracking Number:</i>	<i>UNON-125857685</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Continental Western Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>#10035206 \$50</i>
<i>Company Tracking Number:</i>	<i>09-FM-FM-3</i>		
<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0001 Commercial Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>2008 FarmP Form Filing</i>		
<i>Project Name/Number:</i>	<i>01-09 FarmP Form Filing/</i>		

Filing at a Glance

Companies: Continental Western Insurance Company, Union Insurance Company

Product Name: 2008 FarmP Form Filing	SERFF Tr Num: UNON-125857685	State: Arkansas
TOI: 01.0 Property	SERFF Status: Closed	State Tr Num: #10035206 \$50
Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)	Co Tr Num: 09-FM-FM-3	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins
	Authors: Frances Linker, Tamara Manuel	Disposition Date: 10/24/2008
	Date Submitted: 10/22/2008	Disposition Status: Approved
Effective Date Requested (New): 01/01/2009		Effective Date (New): 01/01/2009
Effective Date Requested (Renewal): 01/01/2009		Effective Date (Renewal): 01/01/2009

State Filing Description:

General Information

Project Name: 01-09 FarmP Form Filing	Status of Filing in Domicile:
Project Number:	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 10/24/2008	
State Status Changed: 10/24/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
Continental Western Insurance Company and Union Insurance Company propose to adopt the following company endorsement for all policies effective January 1, 2009 for new and renewal business.	

CL FP 01 06 08 08 Equipment Breakdown Coverage Endorsement

<i>SERFF Tracking Number:</i>	<i>UNON-125857685</i>	<i>State:</i>	<i>Arkansas</i>
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This is a new company form. This endorsement will be available as an optional coverage endorsement on the Farm Property line of business for Equipment Breakdown.

As we are filing via SERFF, our check for \$50.00 for the filing fees will be mailed shortly.

We are also enclosing a copy of our revised company rule page.

If you have any questions, please call me at 800-444-0049, extension 2843. My fax number is 972-719-2348 or my email address is tmanuel@usic.com

Company and Contact

Filing Contact Information

Frances Linker, Compliance Analyst	flinker@usic.com
P. O. Box 152180	(972) 719-2400 [Phone]
Irving, TX 75015-2180	(972) 719-2301[FAX]

Filing Company Information

Continental Western Insurance Company	CoCode: 10804	State of Domicile: Iowa
P. O. Box 152180	Group Code: 98	Company Type: P & C
Irving, TX 75015-2180	Group Name: W. R. Berkley	State ID Number:
(972) 719-2400 ext. 2465[Phone]	FEIN Number: 42-0594770	

Union Insurance Company	CoCode: 25844	State of Domicile: Iowa
122 W. Carpenter Freeway	Group Code: 98	Company Type: P&C
Suite 350		
Irving, TX 75039	Group Name: W. R. Berkle	State ID Number:
(972) 719-2400 ext. 2465[Phone]	FEIN Number: 47-0547953	

Filing Fees

Fee Required?	Yes
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<i>Product Name:</i>	<i>2008 FarmP Form Filing</i>		
<i>Project Name/Number:</i>	<i>01-09 FarmP Form Filing/</i>		
Fee Amount:	\$50.00		
Retaliatory?	No		
Fee Explanation:			
Per Company:	No		

SERFF Tracking Number: UNON-125857685 State: Arkansas
First Filing Company: Continental Western Insurance Company, ... State Tracking Number: #10035206 \$50
Company Tracking Number: 09-FM-FM-3
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
Product Name: 2008 FarmP Form Filing
Project Name/Number: 01-09 FarmP Form Filing/

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Continental Western Insurance Company	\$0.00		
Union Insurance Company	\$0.00		

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
0010035206	\$50.00	10/17/2008

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	10/24/2008	10/24/2008

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Disposition

Disposition Date: 10/24/2008

Effective Date (New): 01/01/2009

Effective Date (Renewal): 01/01/2009

Status: Approved

Comment: This line is exempt from filing rates/rules in compliance with ACA 23-67-206 which states that P&C insurance for commercial risks, excluding workers' compensation, employers' liability and professional liability insurance, including but not limited to, medical malpractice insurance, are exempted from the rate/rules filing and review requirements.

For future reference anytime you want to file your rates/rules there is a \$100 filing fee.

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Equipment Breakdown Coverage Endorsement	Approved	Yes
Rate	AR-Farm Exception	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Equipment Breakdown Coverage Endorsement	CL FP 01 06	08 08	Endorsement New nt/Amendment/Conditions			CL FP 01 06 08 08.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EQUIPMENT BREAKDOWN COVERAGE ENDORSEMENT

This endorsement modifies coverage provided by the following:

FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS

FARM PROPERTY – FARM DWELLINGS, APPURTENANT STRUCTURES AND HOUSEHOLD PERSONAL PROPERTY COVERAGE FORM

FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM

FARM PROPERTY – BARNs, OUTBUILDINGS AND OTHER FARM STRUCTURES COVERAGE FORM
CAUSES OF LOSS FORM – FARM PROPERTY

I. With respect to the **FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS**, the following apply:

A. With respect to the coverage provided by this endorsement, the following is added to Paragraph **A.6. Pollutant Clean-Up and Removal**:

We will pay for the pollutant clean up and removal for loss resulting from an "Equipment Breakdown".

The most we will pay for the pollutant clean up and removal is \$50,000, except, as respects the application of this Additional Coverage to the **Farm Property - Farm Dwelling, Appurtenant Structures And Household Personal Property Coverage Form**, the most we will pay for the pollution clean up and removal is \$3,000.

B. With respect to the coverage provided by this endorsement, the following additional coverages are added to Paragraph **A. Additional Coverages**:

7. Expediting Expense

We will pay for the expediting expense loss resulting from an "Equipment Breakdown" with respect to your damaged Covered Property. We will pay the reasonable extra cost to:

- (1) Make temporary repairs;
- (2) Expedite permanent repairs; and
- (3) Expedite permanent replacement.

Reasonable extra cost shall mean "the extra cost of temporary repair and of expediting the repair of such damaged equipment of the insured, including overtime and the extra cost of express or other rapid means of transportation." This will be a part of and not an addition to the limit per loss.

As respects the application of this Additional Coverage to the **Farm Property – Farm Dwelling, Appurtenant Structures And Household Personal Property Coverage Form**, the most we will pay for Expediting Expense is \$3,000.

8. Spoilage Coverage

We will pay for loss of "perishable goods" due to spoilage resulting from lack of power, light, heat, steam or refrigeration caused by an "Equipment Breakdown" to Covered Property covered by this policy that are:

- (1) Located on or within 1,000 feet of your described premises; and
- (2) Owned by you, the building owner at your described premises, or owned by a public utility.

However, we will not pay for any loss, damage cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss:

Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, freeze, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water, water damage, earth movement or flood.

The most we will pay for loss or damage under this Additional Coverage is \$50,000, except, as respects the application of this Additional Coverage to the **Farm Property - Farm Dwelling, Appurtenant Structures And Household Personal Property Coverage Form**, the most we will pay for Spoilage is \$3,000.

"Perishable goods" means personal property maintained under controlled conditions for its preservation and susceptible to loss or damage if the controlled conditions change. "Perishable goods" does not mean animals or poultry.

9. Refrigerant Contamination

We will pay the loss from contamination by refrigerant used in refrigerating, cooling, or humidity control equipment at the described premises as a result of an "Equipment Breakdown".

The most we will pay for loss or damage under this Additional Coverage is \$50,000, except, as respects the application of this Additional Coverage to the **Farm Property - Farm Dwelling, Appurtenant Structures And Household Personal Property Coverage Form**, the most we will pay for Refrigerant Contamination is \$3,000.

10. CFC Refrigerants

We will pay for the additional cost to repair or replace Covered Property because of the use or presence of a

refrigerant containing CFC (chlorofluorocarbon) substances.

Additional costs mean those in excess of what would have been required to repair or replace Covered Property, had no CFC refrigerant been involved.

We pay no more than the least of the following:

- (1) The cost to repair the damaged property and replace any lost CFC refrigerant;
- (2) The cost to repair the damaged property, retrofit the system to accept a non-CFC refrigerant, and charge the system with a non-CFC refrigerant; or
- (3) The cost to replace the system with one using a non-CFC refrigerant.

11. Computer Equipment

We will pay for loss or damage to your computers caused by an "Equipment Breakdown".

12. Service Interruption

Any insurance provided for Business Income, Extra Expense or Spoilage is extended to apply to your loss, damage or expense caused by an "Equipment Breakdown" to equipment that is owned by a utility, landlord or other supplier with whom you have a contract to supply you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks or data transmission. The equipment must meet the definition of "Equipment Breakdown" except that it is not Covered Property.

- C. With respect to the coverage provided by this endorsement, the following are added to Paragraph B. **GENERAL CONDITIONS:**

7. Suspension

Whenever Covered Property is found to be in, or exposed to, a dangerous condition, any of our representatives

may immediately suspend the insurance against loss to that Covered Property for the perils covered by this endorsement. Coverage can be suspended and possibly reinstated by delivering or mailing a written notice of suspension / coverage reinstatement to:

- (1) Your last known address; or
- (2) The address where the property is located.

If we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

8. Jurisdictional Inspections

If any Covered Property under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.

9. Environmental, Safety and Efficiency Improvements

If Covered Property requires replacement due to an "Equipment Breakdown", we will pay your additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

However, we will not pay more than 125% of what the cost would have been to repair or replace with like kind and quality. This condition does not increase any of the applicable limits. This condition does not apply to any property to which Actual Cash Value applies.

- D. With respect to the coverage provided by this endorsement, Paragraph **C.3. Definitions** is deleted and replaced with the following:

3. "Farm Personal Property" means Equipment, supplies and products of farming or ranching operations, including but not limited to generators,

pumps used for irrigation, silo unloaders in silos, blowers for silos; automatic waterers; drinking cups; barn cleaners/floor scrapers; manure pumps; pipeline milkers; computerized feeding apparatus; windmills used for pumping water; sawmill equipment, vacuum pumps; electric motors; grain dryers, if not portable; fans/blowers; hay conveyors/elevators; feed conveyors; computerized feeding systems; air and refrigeration compressors; scales; trailers/trucks used for refrigerated storage on the premises permanently connected to a source of power; fuel pumps; alarms systems; milking parlors; bulk milk tanks; and metal tanks or ASME fiberglass certified tanks which are pressurized, other than static pressure of contents.

Excluded from "Farm Personal Property" are tractors/front-end loaders, combines, pickers; bulldozers, backhoes, tow motors/fork lifts, trucks/snowplows/snow blowers, but not excluding any electronic apparatus mounted on this equipment including factory installed equipment of like-kind; engines and drive trains; implements and attachments attached to any of the above, including but not limited to plows, cutting heads, discs and sprayers; agitators for liquid, semi-liquid manure tanks/pits; bag filling apparatus; self-unloading wagons/trucks; tanks not under pressure; and glassware of any kind.

- E. With respect to the coverage provided by this endorsement, Paragraph **C.13. Definitions** is amended as follows:

13. "Specified Causes of Loss" also means "Equipment Breakdown".

"Equipment Breakdown" as used herein means:

- a. Physical loss or damage both originating within:
 - (1) Boilers, fired or unfired pressure vessels, vacuum vessels, and pressure piping, all normally subject to vacuum or internal

pressure other than static pressure of contents, excluding:

- (a) waste disposal piping;
- (b) any piping forming part of a fire protective system;
- (c) any water piping other than:
 - i. boiler feed water piping between the feed pump and the boiler;
 - ii. boiler condensate return piping; or
 - iii. water piping forming part of a refrigerating or air conditioning system used for cooling, humidifying or space heating purposes.

- (2) All mechanical, electrical, electronic or fiber optic equipment; and

b. Caused by, resulting from, or consisting of:

- (1) Mechanical breakdown;
- (2) Electrical or electronic breakdown; or
- (3) Rupture, bursting, bulging, implosion, or steam explosion.

However, "Equipment Breakdown" will not mean:

Physical loss or damage caused by or resulting from any of the following; however if loss or damage not otherwise excluded results, then we will pay for such resulting damage:

- (1) Wear and Tear;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect, mold or any other quality in property that causes it to damage or destroy itself;
- (3) Smog;
- (4) Settling, cracking, shrinking or expansion;
- (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals;

- (6) Any accident, loss, damage, cost, claim, or expense, whether preventative, remedial, or otherwise, directly or indirectly arising out of or relating to the recognition, interpretation, calculation, comparison, differentiation, sequencing, or processing of data by any computer system including any hardware, programs or software;
- (7) Scratching and marring;
- (8) The functioning of any safety or protective device;
- (9) Loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss:

Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, freeze, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water, water damage, earth movement and flood.

II. With respect to the **FARM PROPERTY – FARM DWELLINGS, APPURTENANT STRUCTURES AND HOUSEHOLD PERSONAL PROPERTY COVERAGE FORM**, the following apply:

A. With respect to the coverage provided by this endorsement, the following Other Provisions are added to **SECTION IV – OTHER PROVISIONS**:

D. **Equipment Breakdown** coverage does not extend beyond the "insured location".

E. **Environmental, Safety and Efficiency Improvements**

If Covered Property requires replacement due to an "Equipment Breakdown", we will pay your additional cost to replace with equipment that is better for the environment, safer or more

efficient than the equipment being replaced.

However, we will not pay more than 125% of what the cost would have been to repair or replace with like kind and quality. This condition does not increase any of the applicable limits. This condition does not apply to any property to which Actual Cash Value applies.

III. With respect to the FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM, the following apply:

A. With respect to coverage provided by this endorsement, Paragraph **A.1. Covered Property** of **SECTION I – COVERAGES, COVERAGE E – SCHEDULED FARM PERSONAL PROPERTY** is amended as follows:

1. Covered Property means “Farm Personal Property”.

B. With respect to coverage provided by this endorsement, Paragraphs **A.1.e.** and **A.1.k** of **SECTION I – COVERAGES, COVERAGE E – SCHEDULED FARM PERSONAL PROPERTY** are deleted and replaced with the following:

1.e. We will pay for the “Poultry” loss resulting from an “Equipment Breakdown” on the “insured location”. The most we will pay for “Poultry” is \$25,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of an “Equipment Breakdown” which take place in a 12-month period (starting with the beginning of the present annual policy period).

1.k. We will pay for the “Livestock” loss resulting from an “Equipment Breakdown” on the “insured location”. The most we will pay for “Livestock” is \$25,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of an “Equipment Breakdown” which take place in a 12-month period (starting

with the beginning of the present annual policy period).

C. With respect to coverage provided by this endorsement, the following is added to Paragraph **A.2. Property Not Covered**:

- f.** Animals other than “livestock”.
- g.** Bees, fish or worms.

D. With respect to coverage provided by this endorsement, Paragraph **A.1 Covered Property** of **SECTION I – COVERAGES, COVERAGE F – UNSCHEDULED FARM PERSONAL PROPERTY**, is amended as follows:

1. Covered Property means “Farm Personal Property”.

Covered Property also includes the following:

We will pay for the “Livestock” loss resulting from an “Equipment Breakdown” on the “insured location”. The most we will pay for “Livestock” is \$25,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of an “Equipment Breakdown” which take place in a 12-month period (starting with the beginning of the present annual policy period).

IV. With respect to CAUSES OF LOSS FORM – FARM PROPERTY, the following apply:

A. With respect to coverage provided by this endorsement, the following limitations in Paragraph **B.3. Explosion** do not apply:

3.a. Explosion of alcohol stills, steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control

3.b. Electrical arcing

B. With respect to coverage provided by this endorsement, the following Covered Cause of Loss is added to Paragraph **B. Covered Causes of Loss - Basic**:

14.5 “Equipment Breakdown”

- C. With respect to coverage provided by this endorsement, Paragraph **C.26. Sudden and Accidental Damage** is deleted and replaced with the following:

26. Sudden and Accidental Damage from artificially generated electrical current.

- D. With respect to coverage provided by this endorsement, the following limitations in Paragraph **D. Covered Causes of Loss – Special** do not apply:

1.h.(1) Explosion of alcohol stills, steam boilers, steam pipes or steam engines, if you own, lease or operate them;

1.h.(2) Conditions or events (other than explosions) inside hot water boilers or other heating equipment, to the extent that they cause loss or damage to these boilers or equipment;

u. Artificially generated electric current, including electrical arcing, that disturbs:

- (1) Any electrical devices, appliances or wires; or
- (2) Under Coverage **A, B, C** and **D**, any tubes transistors or similar electronic components.

But:

- (1) Under Coverages **A, B, C** and **D**, we will pay for loss or damage to electric devices, appliances or wires, provided the damage is sudden and accidental.
- (2) If artificially generated electric current results in a fire, we will pay for the loss or damage caused by that fire.

w.(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

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Rate Information

Rate data does NOT apply to filing.

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Rate/Rule Schedule

Review Status:	Exhibit Name:	Rule # or Page #:	Rate Action	Previous State Filing Attachments Number:
Approved	AR-Farm Exception	Page 1-8	Replacement	01-09 Farm Manual.pdf

**CONTINENTAL WESTERN INSURANCE COMPANY
UNION INSURANCE COMPANY
COMMERCIAL LINES MANUAL
DIVISION FOUR - FARM**

ARKANSAS COMPANY EXCEPTIONS TO ISO RULES

LOSS COST MULTIPLIERS

Continental Western Insurance Company	1.90
Union Insurance Company	1.52

RULE 8. POLICY WRITING MINIMUM PREMIUM

A. For prepaid policies, apply a policy writing minimum premium of **\$ 600**.

RULE 9. ADDITIONAL PREMIUM CHANGES

B. Waive additional premium of **\$ 15** or less. This waiver applies only to that portion of the premium due on the effective date of the policy change.

RULE 10. RETURN PREMIUM CHANGES

B. Waive return premium amounts of **\$ 15** or less. Grant any return premium due if requested by the insured. This waiver applies only to that portion of the premium due on the effective date of the policy change.

RULE 19. ELIGIBILITY

D. All References to the ISO Farm Umbrella Program are deleted.

RULE 31. WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLES

D. Rate Modification

The tables have been modified to include factors when the insured chooses a \$ 2,500 or \$ 5,000 Other than Windstorm or Hail Deductible:

Windstorm or Hail % Deductible	Other Than Windstorm or Hail - \$ Deductible	Dollar Amount of Insurance At Each Location	Factor
1%	\$ 2,500	Up to \$ 100,000	0.87
	\$ 5,000		0.84
1%	\$ 2,500	\$ 100,001 - 250,000	0.85
	\$ 5,000		0.80
1%	\$ 2,500	\$ 250,001 - 1,000,000	0.79
	\$ 5,000		0.73
1%	\$ 2,500	\$ 1,000,001 - 2,500,000	0.76
	\$ 5,000		0.71
1%	\$ 2,500	Over \$ 2,500,000	0.74
	\$ 5,000		0.69
2%	\$ 2,500	Up to \$ 100,000	0.86
	\$ 5,000		0.83
2%	\$ 2,500	\$ 100,001 - 250,000	0.82
	\$ 5,000		0.77
2%	\$ 2,500	\$ 250,001 - 1,000,000	0.75
	\$ 5,000		0.69
2%	\$ 2,500	\$ 1,000,001 - 2,500,000	0.70
	\$ 5,000		0.65
2%	\$ 2,500	Over \$ 2,500,000	0.68
	\$ 5,000		0.63
5%	\$ 2,500	Up to \$ 100,000	0.77
	\$ 5,000		0.74
5%	\$ 2,500	\$ 100,001 - 250,000	0.75
	\$ 5,000		0.70
5%	\$ 2,500	\$ 250,001 - 1,000,000	0.69
	\$ 5,000		0.63
5%	\$ 2,500	\$ 1,000,001 - 2,500,000	0.66
	\$ 5,000		0.61
5%	\$ 2,500	Over \$ 2,500,000	0.64
	\$ 5,000		0.59

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ARKANSAS COMPANY EXCEPTIONS TO ISO RULES

RULE 36. FARM PROPERTY COVERAGE

We wish to replace the ISO Key Premium under C. Farm Combination Coverage Owners Policy as follows:

Cause of Loss	Entire State
Basic	\$ 742.51
Broad	\$ 753.46
Special/Broad	\$ 775.33
Special	\$ 969.16

Part C. 1. a. (2) is replaced with:

- (2) Not on a farm premises, then the residence premises is not eligible for coverage under the Farm program.

Part C. 2. a. (2) is replaced with:

- (2) Not on a farm premises, then the residence premises is not eligible for coverage under the Farm program.

Part C. 4. e. Deductibles is revised as follows:

Deductible factors for \$ 2,500 and \$ 5,000 are added:
(Maximum Credit is not used for any Deductible Amount)

Deductible Amount	Factor
\$ 2,500	0.85
\$ 5,000	0.75

(For Windstorm or Hail Percentage Deductibles, refer to Rule 31)

Part C. 5. a. (1) (b) is replaced as follows:

- (b) If the residence premises is not on a farm premises, then the residence premises is not eligible for coverage under the Farm program.

Part C. 5. a. (3) The following replaces Other Structures, Coverage G, loss cost rating for Greenhouses, which refers to Division Five - Commercial Property, Special Class Rates:
Greenhouses - basic loss costs per \$ 1,000 of insurance, \$ 250 Deductible, Frame, Protection Class 10:

Basic Cause of Loss - **\$ 2.74**; Broad Cause of Loss - **\$ 2.85** or Special Cause of Loss - **\$ 3.56**.

Part C. 8. e. Deductibles is revised as follows:

Deductible factors for \$ 2,500 and \$ 5,000 are added:
(Maximum Credit is not used for any Deductible Amount)

Deductible Amount	Factor
\$ 2,500	0.85
\$ 5,000	0.75

(For Windstorm or Hail Percentage Deductibles, refer to Rule 31)

Part D. 3. Glass Coverage, rating is added as follows:

Determine the amount of insurance required for glass coverage.
Rate using a loss cost of **\$ 4.50** per \$ 100 of insurance.

Part D. 8. Scheduled Personal Property, rating is added as follows:

The following categories of personal property can be scheduled:

	Item Value	Loss Cost per \$ 100
Jewelry	Under \$ 10,000	\$ 1.15
	10,001 - 15,000	\$ 1.75
	15,001 - 20,000	\$ 2.75
	Over \$ 20,000	\$ 4.50
Furs	Any	\$ 0.30
Cameras	Any	\$ 0.80
Musical Inst	Any	\$ 0.25
Silverware	Any	\$ 0.20
Golf Equip.	Any	\$ 0.55
Stamps	Any	\$ 0.30
Coin Coll.	Any	\$ 0.90
Guns	Any	\$ 2.00

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ARKANSAS COMPANY EXCEPTIONS TO ISO RULES

RULE 36. FARM PROPERTY COVERAGE (cont'd)

Fine Arts: Do not write Fine Arts schedules over \$ 100,000.

Value	Loss Cost
\$ 0 - 10,000	\$ 35.00
10,001 - 20,000	\$ 70.00
20,001 - 30,000	\$ 105.00
30,001 - 50,000	\$ 175.00
50,001 - 100,000	\$ 400.00

Part D. 11. Extra Expense - Coverages E, F or G

The second paragraph, "Compute the premium by multiplying the limit of insurance by 2 times the highest Coverage G building company rate/ISO loss cost." is replaced by the following:

Loss Cost Per \$ 1,000 of Extra Expense Insurance:

Cause of Loss		
Basic	Broad	Special
\$ 14.50	\$ 15.50	\$ 20.00

Part D. 17. e. Deductible Factors

Replace "Refer to Company" for deductible factors over \$ 50,000 to "The Company does not offer deductibles greater than \$ 50,000".

Part D. 24. c. Theft Exclusion - Premium Modification

Apply a factor of **0.95** to the premium for the type(s) of property indicated in the Schedule of **FP 10 14**.

Part D. 25. c. Windstorm or Hail Exclusion - Premium Modification

Apply a factor of **0.55** to the premium for the covered property indicated in the Schedule of **FP 10 25**.

Part D. 26. c. Vandalism Exclusion - Premium Modification

Apply a factor of **0.995** to the premium for the covered property indicated in the Schedule of **FP 10 16**.

Part D. 27. b. (3) Protective Devices or Services

- (a) Automatic Sprinklers - Factor **0.95**
- (b) Automatic Fire Alarms - Factor **0.95**
- (c) Watchman Service
 - (i) Factor **0.85**
 - (ii) Factor **0.90**
 - (iii) Factor **0.95**
- (d) Premises Burglar Alarm System - Factor **0.90**

D. Additional or Reduced Premium Computation

32. Equipment Breakdown Coverage

Part D. 32 a. Description of Coverage

The Equipment Breakdown Coverage Endorsement **CL FP 01 06** provides coverage for direct physical damage to coverage property caused by or resulting from Mechanical, electrical and pressure systems breakdown.

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RULE 36. FARM PROPERTY COVERAGE (cont'd)

Part D. 32 b. Form

Attach Equipment Breakdown Coverage Endorsement **CL FP 01 06** to Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form **FP 00 12** and/or Farm Property - Farm Personal Property Coverage Form **FP 00 13** and/or Farm Property - Barns, Outbuildings And Other Farm Structures Coverage Form **FP 00 14**

Part D. 32 c. Premium Determination

This coverage is applicable to all insured locations. For all insured locations, apply a rate of \$0.0165 Per \$100 Insured Value applicable to Coverages A, C and G.
Per \$100 Insured Value applicable to Coverages A, C and G.

RULE 37. FARM LIABILITY COVERAGE

Part A.2.f., Basic Forms Applicable.

The following is added:

Attach **CL FL 01 02**, Absolute Exclusion - Transmissible Spongiform Encephalopathies (And Related Diseases) And Foot-And-Mouth Disease, to exclude the liability exposure from cattle infected with Bovine Spongiform Encephalopathy (BSE) disease (sometimes referred to as mad cow disease), any of the related Transmissible Spongiform Encephalopathies (TSE), or Foot-And-Mouth Disease, and/or from any product processed, packaged, labeled, manufactured, produced, used, owned, stored, sold, handled, controlled or distributed by or on behalf of the Insured which contains or is alleged to contain these diseases.

There is no premium adjustment for the attachment of this exclusion.

Part D. 3. b. Increased Limits Factors for Medical Payments Limits over \$ 5,000.

The following is added:

For a Medical Payments limit of \$ 10,000, multiply the Company rate/ISO loss cost for the \$ 5,000 limit by 2.

Part F. Base Premium

The following is added:

F. Basic Limits Loss Costs table is revised to expand the categories of Total Acreage and to add additional charges for all Acreage Over 2,000.

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ARKANSAS COMPANY EXCEPTIONS TO ISO RULES

RULE 37. FARM LIABILITY COVERAGE (cont'd)

F. Basic Limits Loss Costs - Additional Acreage

Over 2,000 acres: Charge the rate calculated for "up to 2,000" and add the appropriate charge shown below for total acreage:	
	Loss Cost
More than 2,000, up to 5,000	236.84
More than 5,000, up to 10,000	276.32
More than 10,000, up to 15,000	315.79
More than 15,000, up to 20,000	355.26
More than 20,000, up to 25,000	394.74
More than 25,000, up to 30,000	434.21
More than 30,000, up to 35,000	473.68
More than 35,000, up to 40,000	513.16
More than 40,000, up to 45,000	552.63
More than 45,000, up to 50,000	578.95
More than 50,000, up to 55,000	605.26
More than 55,000, up to 60,000	631.58
More than 60,000, up to 65,000	657.89
More than 65,000, up to 70,000	684.21
More than 70,000, up to 75,000	710.53
More than 75,000, up to 80,000	736.84
More than 80,000, up to 85,000	763.16
More than 85,000, up to 90,000	776.32
More than 90,000, up to 95,000	789.47
More than 95,000, up to 100,000	802.63
More than 100,000, up to 200,000	815.79
More than 200,000	1,578.95

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ARKANSAS COMPANY EXCEPTIONS TO ISO RULES

RULE 37. FARM LIABILITY COVERAGE (cont'd)

The following is added:

4. Exposures Described in Paragraph B.1.: Additional Owned Farms (Locations)

a. If additional farms (locations) are included in the policy in excess of the primary location, then an additional charge is to be made for each additional location.

b. Use the following table for charges (charge is in addition to the charge for the primary location):

Number of Additional Locations	Limit of Insurance (000's) (Occurrence)				
	100	300	500	1,000	2,000
1	25	40	55	70	85
2	50	80	110	140	170
3	75	120	165	210	255
4	100	160	220	280	340
5	125	200	275	350	425
6	150	240	330	420	510
7	175	280	385	490	595
8	200	320	440	560	680
9	225	360	495	630	765
10	250	400	550	700	850
11	275	440	605	770	935
12	300	480	660	840	1,020
13	325	520	715	910	1,105
14	350	560	770	980	1,190
15	375	600	825	1,050	1,275
16	400	640	880	1,120	1,360
17	425	680	935	1,190	1,445
18	450	720	990	1,260	1,530
19	475	760	1,045	1,330	1,615
20	500	800	1,100	1,400	1,700
21	525	840	1,155	1,470	1,785
22	550	880	1,210	1,540	1,870
23	575	920	1,265	1,610	1,955
24	600	960	1,320	1,680	2,040
25	625	1,000	1,375	1,750	2,125
26	650	1,040	1,430	1,820	2,210
27	675	1,080	1,485	1,890	2,295
28	700	1,120	1,540	1,960	2,380
29	725	1,160	1,595	2,030	2,465
30	750	1,200	1,650	2,100	2,550
31	775	1,240	1,705	2,170	2,635
32	800	1,280	1,760	2,240	2,720
33	825	1,320	1,815	2,310	2,805
34	850	1,360	1,870	2,380	2,890
35	875	1,400	1,925	2,450	2,975
36	900	1,440	1,980	2,520	3,060
37	925	1,480	2,035	2,590	3,145
38	950	1,520	2,090	2,660	3,230
39	975	1,560	2,145	2,730	3,315
40	1,000	1,600	2,200	2,800	3,400
41	1,025	1,640	2,255	2,870	3,485
42	1,050	1,680	2,310	2,940	3,570
43	1,075	1,720	2,365	3,010	3,655
44	1,100	1,760	2,420	3,080	3,740
45	1,125	1,800	2,475	3,150	3,825
46	1,150	1,840	2,530	3,220	3,910
47	1,175	1,880	2,585	3,290	3,995
48	1,200	1,920	2,640	3,360	4,080
49	1,225	1,960	2,695	3,430	4,165
50	1,250	2,000	2,750	3,500	4,250

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RULE 37. FARM LIABILITY COVERAGE (cont'd)

Part H. b. (1) through (4) - Additional Insureds - loss costs are added:

- (1) Person or organization from whom insured leases farm premises including buildings or other structures - **\$ 35.**
- (2) Independently contracting operator - **\$ 35.**
- (3) Person or organization from whom the insured leases equipment - **\$ 35.**
- (4) Vendor who sells or distributes the insured's product - **\$ 200.**

Part K. 4. Houseboat loss costs - **\$ 250** per boat up to \$ 50,000 in value. Do not write houseboats with values greater than \$ 50,000. Liquor Liability Exclusion required for coverage.

Part S. 1. Employment - Related Practices Exclusion - **1%** credit is used in rating.

Part S. 2. Coverage I Exclusion Options:

- Advertising Injury Only - **FL 10 03** - No credit is applied.
- Personal and Advertising Injury - **FL 10 02** - a **3%** credit applies.

Part S. 3. Farm Products and Operations Optional Exclusions

No credits apply to parts a., b. or c.

Part U. 3. - Contractual Liability - **3%** credit applies if exclusion is added to the policy.

Part V. 3. Arbitration Endorsements - No credit is applied for attachment of the exclusion.

Part W. 2. All-Terrain Vehicle rating - Use a loss cost of **\$ 50** per ATV for Liability (Cov. H./I.) and a loss cost of **\$ 8** per \$ 1,000, per ATV for Medical Payments, up to \$ 5,000. The \$ 10,000 medical payment loss cost would be **\$ 80.00.**

RULE 38. CGL FARM LIABILITY

Part C. Basic Forms Applicable

The following is added:

4. If covering Personal Liability, also attach:

- (a) Personal Liability Endorsement, **FL 04 12** and
- (b) Absolute Exclusion - Transmissible Spongiform Encephalopathies (And Related Diseases) And Foot-And-Mouth Disease, **CL FL 01 03**, to exclude the liability exposure from cattle infected with Bovine Spongiform Encephalopathy (BSE) disease (sometimes referred to as mad cow disease), or any related diseases.

There is no premium adjustment for the attachment of this exclusion.

5. Attach **CL CG 21 18**, Absolute Exclusion - Transmissible Spongiform Encephalopathies (And Related Diseases) And Foot-And-Mouth Disease, to exclude the liability exposure from cattle infected with Bovine Spongiform Encephalopathy (BSE) disease (sometimes referred to as mad cow disease), any of the related Transmissible Spongiform Encephalopathies (TSE), or Foot-And-Mouth Disease, and/or from any product processed, packaged, labeled, manufactured, produced, used, owned, stored, sold, handled, controlled or distributed by or on behalf of the insured which contains or is alleged to contain these diseases.

There is no premium adjustment for the attachment of this exclusion.

Part G. Base Premium - The two exceptions noted in Rule 37. Paragraph F. should be applied to this Part.

Part N. Employment - Related Practices Exclusion - No credit is given when this exclusion is attached to the policy.

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ARKANSAS COMPANY EXCEPTIONS TO ISO RULES

RULE 38. CGL FARM LIABILITY (cont'd)

SECTION IV. FARM AND CGL FARM UMBRELLA LIABILITY COVERAGE

This section does not apply. The Companies are not using the ISO Farm and CGL Farm Umbrella program.

ADDITIONAL COMPANY RULES

LAND LEASED TO OTHER FOR HUNTING

Coverage is extended to cover bodily injury or property damage from leasing or rental of the "location" for hunting wild birds or game for food or sport. The loss cost depends on the amount of receipts, acreage, number of hunters, etc.

Loss cost per \$ 1,000 of Receipts	Range \$ 16.78 to 109.07
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Use Endorsement **CL FL 01 01** with Farm Liability form FL 00 20.
Use Endorsement **CL FL 01 07** with General Liability form CG 00 01.

SCHEDULED FIREARMS

Firearms can be scheduled for specific amounts based on type, age, etc.

Loss Cost per \$ 100 of coverage	\$2.00
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Use Endorsement **CL FP 01 02**.

ACV ROOF ENDORSEMENT - FARM BUILDINGS

The policy covers the roof on a replacement cost basis. Coverage can be converted to a actual cash value basis by the attachment of CL FP 01 04 09 02 - ACV Roof Endorsement - Farm Buildings. A credit of **5%** to the building rate applies.

SCHEDULE RATING PLAN

A. Modification of Company Rates

The company rates for the risk shall be modified in accordance with the following rating table to recognize such special characteristics of the risk as are not fully reflected in the basic company premium or company rates. The total credits or debits under the following table shall not exceed **40%**.

		Range of Modification		
Risk Characteristic	Definition	Credit		Debit
Equipment and Premises	Care and condition of equipment and premises	10%	to	10%
Classifications	Classification variations	10%	to	10%
Cooperation of Owner	Cooperation of owner(s) or operator(s) with insurer's recommendation(s) with respect to structural features, segregation and control of hazards and maintenance of protective equipment.	10%	to	10%
Damage	Damage susceptibility	10%	to	10%
Dispersion	Dispersion or concentration	5%	to	5%
Employees	Selection, training, supervision and experience of employees	5%	to	5%
Location	Location; accessibility; congestion and exposures	10%	to	10%
Protective Features	Miscellaneous protective features or hazards	10%	to	10%
Exposure to Windstorm	Roof condition and other windstorm exposures	10%	to	10%
Storage/Operations	Storage practices and hazardous operations	5%	to	5%
Structural Features	Superior or inferior structural feature(s)	10%	to	10%
Past Losses and Preventive Measures	Past losses relative to number of exposure units and subsequent preventive measures	10%	to	10%

SERFF Tracking Number:	UNON-125857685	State:	Arkansas
First Filing Company:	Continental Western Insurance Company, ...	State Tracking Number:	#10035206 \$50
Company Tracking Number:	09-FM-FM-3		
TOI:	01.0 Property	Sub-TOI:	01.0001 Commercial Property (Fire and Allied Lines)
Product Name:	2008 FarmP Form Filing		
Project Name/Number:	01-09 FarmP Form Filing/		

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	Approved	10/24/2008
Comments:				
Attachment:				
01-09 FarmP Form Filing Trans.pdf				

Property & Casualty Transmittal Document

Reset Form

**1. Reserved for Insurance
Dept. Use Only****2. Insurance Department Use only**

a. Date the filing is received:

b. Analyst:

c. Disposition:

d. Date of disposition of the filing:

e. Effective date of filing:

New Business

Renewal Business

f. State Filing #:

g. SERFF Filing #:

h. Subject Codes

3. Group Name**Group NAIC #****4. Company Name(s)****Domicile****NAIC #****FEIN #****State #**

Continental Western Insurance Co.

IA

10804

42-0594770

Union Insurance Company

IA

25844

47-0547953

5. Company Tracking Number

09-FM-FM-3

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]**6. Name and address****Title****Telephone #s****FAX #****e-mail**

Tamara Manuel, Irving, TX

Compliance
Analyst

800-444-0049

972-719-2348

tmanuel@usic.com

7. Signature of authorized filer

8. Please print name of authorized filer

Tamara C. Manuel

Filing information (see General Instructions for descriptions of these fields)**9. Type of Insurance (TOI)**

01.0 Property

10. Sub-Type of Insurance (Sub-TOI)

01.0001 Commercial Property (Fire and Allied Lines)

11. State Specific Product code(s)(if applicable)[See State Specific Requirements]**12. Company Program Title** (Marketing title)

Farm Property

13. Filing Type
☐ Rate/Loss Cost ☐ Rules ☐ Rates/Rules
☐ Forms ☒ Combination Rates/Rules/Forms
☐ Withdrawal ☐ Other (give description)
14. Effective Date(s) Requested

New: 01/01/09

Renewal: 01/01/09

15. Reference Filing?☐ Yes ☒ No**16. Reference Organization** (if applicable)**17. Reference Organization # & Title****18. Company's Date of Filing**

10/22/08

19. Status of filing in domicile
☐ Not Filed ☐ Pending ☐ Authorized ☐ Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	08-FM-FM-3
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Continental Western Insurance Company and Union Insurance Company propose to adopt the following company endorsement for all policies effective January 1, 2009 for new and renewal business.

CL FP 01 06 08 08 Equipment Breakdown Coverage Endorsement

This is a new company form. This endorsement will be available as an optional coverage endorsement on the Farm Property line of business for Equipment Breakdown.

As we are filing via SERFF, our check for \$50.00 for the filing fees will be mailed shortly.

We are also enclosing a copy of our revised company rule page.

If you have any questions, please call me at 800-444-0049, extension 2843. My fax number is 972-719-2348 or my email address is tmanuel@usic.com

[View Complete Filing Description](#)

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
-----	---

Check #:

Amount:

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		09-FM-FM-3		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Equipment Breakdown Coverage Endorsement	CL FP 01 06 08 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1